

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION**

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.) Civil Action No.: 4:24-cv-00279
)
ROBERT OBRADOVICH,)
)
Defendant.)

COMPLAINT

The United States of America, by and through the undersigned counsel, brings this civil action against Defendant Robert Obradovich for breach of the parties' Settlement Agreement.

JURISDICTION AND VENUE

1. This Court has subject-matter jurisdiction under 28 U.S.C. § 1345 because the United States is the plaintiff.
2. This Court has personal jurisdiction over Obradovich because he has transacted business within this district and the parties' Settlement Agreement provides this Court with "exclusive jurisdiction and venue for any dispute relating to this Agreement." Exhibit 1, Settlement Agreement ¶ 16.
3. Venue is proper in this district under 28 U.S.C. §§ 1391(b) and (c) and 1395, as well as the parties' Settlement Agreement. *See* Ex. 1 ¶ 16.

PARTIES

4. Plaintiff is the United States of America.
5. Robert Obradovich is an individual whose residence is in Oconomowoc, Wisconsin.

FACTUAL BACKGROUND

6. In December 2017, the United States intervened as to Military Training Solutions, LLC (“MTS”) in a *qui tam* filed pursuant to the False Claims Act, 31 U.S.C. § 3129 et seq. (“FCA”). *See United States of America ex rel. Major Contracting Services, Inc. v. Military Training Solutions, LLC, et al.*, Civil Action No. 4:16-cv-115 (S.D. Ga. May 19, 2016) (the “FCA Action”).

7. The FCA Action alleged that MTS improperly obtained small business set-aside contracts.

8. The United States also contended that it had certain civil claims against Obradovich arising from contracts awarded to MTS under the Small Business Administration’s small business set-aside program.

9. In December 2017, MTS and Obradovich, who owned and operated MTS, entered into a Settlement Agreement with the United States.

10. Under the Settlement Agreement, Obradovich was required to pay \$150,000 to the United States. Obradovich was required to pay \$30,000 no later than seven (7) days after the Effective Date of the Settlement Agreement. Obradovich was also required to pay the remaining Settlement Amount plus interest at 2.125% by no later than January 1, 2019.

11. In consideration of these and other promises, the United States released Obradovich from certain claims set forth in Paragraph 4 of the Settlement Agreement and dismissed the FCA Action.

12. Obradovich made payments to the United States totaling \$30,000, but still owes money to the United States and has not made any payments towards his debt since February 8, 2018.

13. Obradovich owed the United States a total of \$138,995.17 as of December 2, 2024.

COUNT I
Breach of Contract

14. Plaintiff repeats and realleges each allegation of paragraphs 1 through 13 as if fully set forth herein.

15. The United States and Obradovich entered into a valid contract (the Settlement Agreement) on December 21, 2017, to settle certain claims that the United States had against Obradovich.

16. The Settlement Agreement required Obradovich, among other things, to pay the United States \$150,000 plus interest.

17. Obradovich breached the Settlement Agreement by failing to pay the United States the amount required under the Settlement Agreement.

18. Obradovich is obligated under the Settlement Agreement to pay the United States the remainder of the Settlement Amount.

PRAYER FOR RELIEF

WHEREFORE, the United States requests that judgment be entered in its favor and against Obradovich as follows:

- (1) Damages in the amount of \$138,995.17, plus interest;
- (2) Award all other relief as the Court may deem just and proper.

DEMAND FOR A JURY TRIAL

The United States demands a trial by jury.

Dated: December 17, 2024

Respectfully submitted,

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UNITED STATES ATTORNEY

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